



MICHELIN

Michelin Americas Research & Development Corp.
M.A.R.C.
Post Office Box 1987
Greenville, South Carolina 29602
Telephone 803/277-8780
Telex 57-0374

30 October 1987

Mr. Dennis Carlson
120 Meadowbrook Drive
Mauldin, SC 29662

Dear Dennis:

Congratulations on your new employment opportunity with SEA. You have been a valued member of the MARC team, and your absence from the team will be felt. I appreciate your giving me the required 90-day advance notice of your intention to terminate your employment with the Company. As we discussed, and mutually agreed to during our phone conversation of 15 October, you will continue your employment with the Company until 30 October 1987. Thereafter, you will continue to receive your full salary payments through the date of 4 January 1988, the final day of your 90-day advance notice period. You will receive these payments on regularly scheduled paydays.

As you are aware, you are subject to the provisions of an Employee Secrecy and Non-compete Agreement which you signed during the course of your employment at MARC. These agreements are taken very seriously by the Company, particularly when they concern employees such as yourself who have access to highly sensitive information during their employment. Your obligations for secrecy and non-disclosure of any knowledge acquired in the course of your employment with Michelin or which you may acquire after such employment as to the confidential information, technical know-how and trade secrets of Michelin, and also as to confidential records, drawings, data methods, programs, processes, apparatus, and inventions of Michelin will continue indefinitely. In addition, your obligations for non-competition under this signed Employee Secrecy and Non-compete Agreement continue for a period of two years from the date of your termination. Therefore, although MARC has no objection to your working for SEA, if you were to consider working elsewhere during the two year period, such employment considerations may be affected by your obligations under the Agreement. If such situations arise, you are obligated to inform MARC of the details of any future employment opportunities in order that it may consider whether your employment with a particular employer would in any way compromise MARC's best interest.

If you have any questions or concerns regarding your obligations under the Secrecy and Non-compete Agreement, please do not hesitate to contact me. It is my sincere hope that your new career will be both rewarding and gratifying for you.

Sincerely,

Bernie Tompkins

Bernie Tompkins
Technical Personnel Manager

